



Signed and Filed: August 16, 2024

*Dennis Montali*

DENNIS MONTALI  
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

In re: ) Bankruptcy Case  
PG&E CORPORATION, ) No. 19-30088-DM  
- and - ) Chapter 11  
PACIFIC GAS AND ELECTRIC COMPANY, ) Jointly Administered  
Reorganized Debtors. )  
☐ Affects PG&E Corporation )  
☐ Affects Pacific Gas and )  
Electric Company )  
☒ Affects both Debtors )  
\* All papers shall be filed in )  
the Lead Case, No. 19-30088 (DM). )

**ORDER DENYING MOTION TO STAY PROCEEDINGS RE DISPUTED CLAIMS  
UNDER THE FIRE VICTIM TRUST AGREEMENT AND  
REVIEW OF FVT INTERPRETATION OF PLAN LANGUAGE**

The court has reviewed critical portions of the sealed and unsealed submissions relating to the Fire Victim Trustee's final determinations adverse to four claimants.<sup>1</sup> As discussed at the hearing on July 30, 2024, the record as of that date did not

<sup>1</sup> The documents include, *inter alia*, Dkt Nos. 14491, 14492, 14533, 14549, 14556-1 & 14560

1 include even a hint of the reasoning of the Trustee in her Final  
2 Determination disallowing the claims of those claimants. Now it  
3 does, and thus permits the court to reach the conclusion reached  
4 here.

5 During the oral argument, counsel for the claimants  
6 confirmed that the only issue before the court was the Trustee's  
7 application of the fire perimeter rule.<sup>2</sup> That rule, she argued,  
8 was the reason why their claims for personal injury claims based  
9 on wildfire smoke had been denied. She complained that the fire  
10 perimeter rule was a gating issue, and that if the court agreed  
11 and disallowed application of that rule, the claimants would  
12 then need to return to the Trustee for merits determinations of  
13 their particular personal injury claims.

14 The court complained that the record then presented did not  
15 permit it to understand the basis for that conclusion. Counsel  
16 for the Trustee reiterated the very firm and established policy  
17 prohibiting any judicial review of such determinations, but  
18 agreed, along with claimants' counsel that more of what he  
19 called the "fulsome" record would be submitted.

20 The court has now reviewed enough of that record before the  
21 Trustee to conclude that the fire perimeter rule was not such a  
22 gating issue, and that the record did in fact include four  
23 separate *de novo* merits reviews of the four claimants'  
24 particular situations by the Trustee herself.

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27 <sup>2</sup> In short, the fire perimeter rule imposes geographical limits  
28 on claims based upon distances from the particular wildfire that  
caused the injury.

1 In the record as now presented, it is clear that claimants'  
2 counsel's contention that the Trustee only dealt with a gating  
3 issue, and not the merits, was incorrect and misleading. Their  
4 claims were considered on the merits, and the fire perimeter  
5 rule was not dispositive.

6 For the foregoing reasons, the court will not delve into  
7 the difficult issue of whether it can second-guess the Trustee's  
8 application of the fire perimeter rule, because to do so would  
9 serve no purpose other than to render a meaningless advisory  
10 opinion. The Motion to Stay Proceedings Re Disputed Claims  
11 Under the Fire Victim Trust Agreement & Review of FVT  
12 Interpretation of Plan Language (Dkt. 14491) is DENIED.

13 \*\*END OF ORDER\*\*  
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